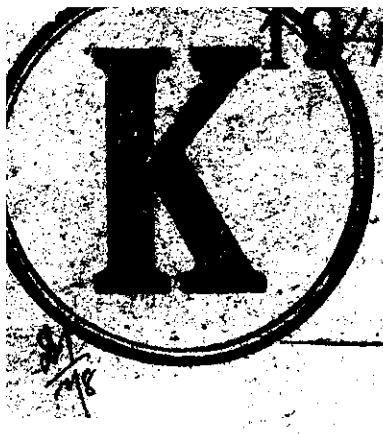

File No. O Insurance/49

Legal Department-

9 **BRANCH**

Subject:—

Opinions on the Indian Insurance Act, 1949

P3/E

File No. O Insurance/49

Gen. 194

48-E

C O N T E N T S.

Legal Department File No. 0. /Insurance /49.

Sr.No.	R.I./O.No.	Subject	Pages
		Opinions under the Indian Insurance Act.	I
	O/No.		
1.	G/621 18-10-1949	Claim of Bombay Govt against the Indian Insurance Companies Association Pool in respect of loss of Cargo per S.S.Dorothia Daulat".	1-4 (pp. 12 not copied

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Condition 10 of the Country Craft Cargo Insurance Policey provides that, should the vessel run aground or strand, the liability under this Policy shall entirely cease from the moment of running aground or stranding except in respect of total loss by total loss of the craft, nor has there there is no total loss of the craft, nor has there been any total loss of the cargo. The expression " stranding" has acquired a technical meaning under the marine insurance law. It is indeed a question of fact in each case to be determined with the prime circumstance always in mind that the risks contemplated by the policy are those arising out of events of an extraordinary or fortuitous nature. A ship is not stranded within the meaning of this clause if she merely touches on the obstructing object, whether rock, bank or whatever other nature, without remaining fixed upon it for some space of time but, on the other hand, if she settles down in quiescent state, this is stranding and the amount of damage sustained by the ship has nothing to do with the question of stranding or no stranding (see Halsbury's Laws of England, Vol. 18 p. 240). The tindal's protest at slip B of the file does not throw much light on this point. All that he has stated in that protest is that "the vessel started on its voyage at about 4 a.m. on the 18th January 1946, was coming out of Malet bunder basin, Export Wharff when having proceeded some distance she foundered on a rock in the stream and sprung a leak with the result that water started coming inside the vessel and consequently the vessel began to list on one side". He has nowhere stated that the vessel floundered on the rock by merely touching without remaining fixed upon it for some space

a

of time. It appears therefore, necessary that he should be re-examined on this point before any claim against the Insurance Company can be validly made.

Sd/-P.M.Lad
18-10

Remembrancer of Legal Affairs.

U.R. to D.C.S. (Accounts) No. G-621, dated the 18-10-49-

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